

## **AGENDA ITEM 4 A**

### **CONDITIONAL USE PERMIT AUTOMOTIVE REPAIR SERVICES**

**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

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CASE NUMBER: 01-CUP-2012

FOR HEARING OF: March 15, 2012

Report Prepared on: March 1, 2012

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Dearborn Land Development, LLC  
14600 Detroit Avenue, Suite 1500  
Lakewood, OH 44107

**B. PROPERTY OWNER:**

Harrison I-80, LLC  
10855 West Dodge Road, Suite 270  
Omaha, NE 68154

**C. LOCATION:** Northwest of Harry Anderson Avenue and Harrison Street

**D. LEGAL DESCRIPTION:** Tax Lot 18, Section 17-14-12, Sarpy County, Nebraska

**E. REQUESTED ACTION(S):** Development of an Automotive Repair Services facility as conditionally permitted within the I-1 Zoning District in the City of La Vista Zoning Ordinance.

**F. EXISTING ZONING AND LAND USE:** I-1, Light Industrial

**G. PURPOSE OF REQUEST:** The Conditional Use Permit would allow for Automotive Repair Services, specifically an automotive claims center within a 16,591 sq ft building.

**H. SIZE OF SITE:** 2.96 Acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** Tax Lot 18, Section 17-14-12 is a relatively flat property with street frontage on three sides.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** I-1 Light Industrial, Vacant
2. **East:** I-1 Light Industrial, Vacant
3. **South:** C-3 – Highway Commercial / Office Park, Vacant
4. **West:** C-3 – Highway Commercial / Office Park, Performance Auto

**C. RELEVANT CASE HISTORY:** Not applicable.

**D. APPLICABLE REGULATIONS:**

1. Section 5.10 of the Zoning Regulations – I-1 Light Industrial
2. Article 6.0 of the Zoning Regulations – Conditional Use Permits

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Plan of the Comprehensive Plan designates the area for Industrial development.

**B. OTHER PLANS:** Not applicable.

**C. TRAFFIC AND ACCESS:**

1. The proposed driveway onto Harry Anderson Avenue is properly aligned with 118<sup>th</sup> Street.
2. The peak hour traffic associated with this facility does not warrant a traffic impact study.
3. The CUP site plan notes that the striping on Harry Anderson Avenue will be revised to indicate a left-turn bay into the proposed entrance.

**D. UTILITIES:**

1. The applicant has the option to install a private sanitary sewer service bored into the existing sanitary manhole at the northerly side of Harry Anderson and 118<sup>th</sup> Street intersection, if acceptable to the City of Omaha. Tax Lot 17 could also have a private service bored into that manhole, again subject to Omaha approval. If the public sanitary sewer option is pursued, then the manholes will need to be close to the proposed public sidewalk to allow for maintenance vehicles and equipment to access the manholes without being on the side slope or in the private parking lot. A sewer connection agreement between the applicant and the City will be needed which will also include who pays and is benefitted by any public sanitary sewer extension that is made.
2. The property presently has access to water, gas, power and communication utilities.
3. The City will be pursuing a Wastewater Service Agreement modification with the City of Omaha to include Tax Lots 17 and 18.

#### IV. REVIEW COMMENTS:

1. In respect to this specific use as an automotive claims center, the following condition was added to the standard conditions of the Conditional Use Permit:
  - h. All vehicles on the site for claim review will remain in either the designated fenced-in waiting area or within the building. No vehicles on the site for claim review shall remain for more than one (1) week.
2. The design review process is in progress; final design review will be required prior to presentation to City Council for approval.

## V. STAFF RECOMMENDATION:

Approval of a Conditional Use Permit for Tax Lot 18, Section 17-14-12, subject to:

1. Completion of final design review prior to presentation to City Council for approval.
2. Approval of a sewer connection agreement between the applicant and the City.
3. Completion of a Wastewater Service Agreement modification with the City of Omaha that includes Tax Lots 17 and 18.

## VI. ATTACHMENTS TO REPORT:

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1. Vicinity Map
2. Conditional Use Permit
3. Site Plan Exhibits
4. Draft Design Review Exhibits

**VII. COPIES OF REPORT SENT TO:**

1. Douglas Dreessen, P.E. – Thompson, Dreessen, and Dorner, Inc.
2. John, Wojtila – Dearborn Land Investment, LLC
3. Public Upon Request

~~Prepared by~~

## Community Development Director

Date \_\_\_\_\_



## Vicinity Map

### Progressive Claims Center Conditional Use Permit

March 9, 2012  
CAS



**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for a Automotive Repair Service**

This Conditional Use Permit issued this 17th day of April, 2012, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Dearborn Land Development, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an Automotive Repair Service upon the following described tract of land within the City of La Vista zoning jurisdiction:

Tax Lot 18 17-14-12, in Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an Automotive Repair Service (Progressive Claims Center); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for an Automotive Repair Service, said use hereinafter being referred to as "Permitted Use or Use".

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures and orientation, parking, access points, and drives is approved by the City and attached to the permit as "Exhibit A". Access will be from Harry Anderson Avenue.
  - b. Normal hours of operation for said Automotive Repair Service will be from 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 3 p.m. on Saturday.
  - c. There will be up to 57 employees on site per day when the claims office is fully operating.
  - d. The site will be comprised of a 16,591 square foot building, required parking and landscaping.
  - e. Deliveries must correspond with normal business hours of operation.
  - f. The premises shall be developed and maintained in accordance with the site plan (Exhibit A) and elevations (Exhibit B) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
  - g. There shall be no storage, placement or display of goods, supplies or any other material, substance, container, or receptacle outside of the facility, except trash receptacles and those approved in writing by the City. All dumpsters and trash bins shall maintain a solid 6-foot enclosure around each unit constructed of materials complimentary to the main building.
  - h. All vehicles on the site for claim review will remain in either the designated fenced in waiting area

or within the structure. No vehicles on the site for claim review shall remain for more than one (1) week.

- i. All permanent and temporary signs shall comply with the City's sign regulations.
- j. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
- k. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- l. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
- m. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- n. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
- d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Progressive Casualty Insurance Company  
5920 Landerbrook Drive, Bldg. 3, OH-L23  
Mayfield Heights, OH 44127

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By \_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

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Pam Buethe  
City Clerk

**CONSENT AND AGREEMENT**

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

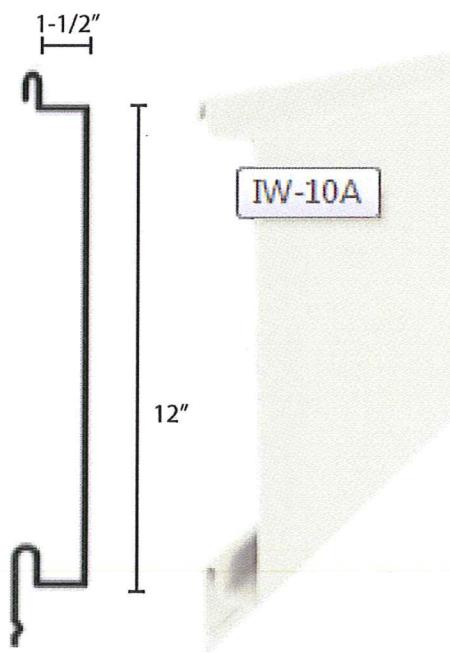
Owner:

By: \_\_\_\_\_

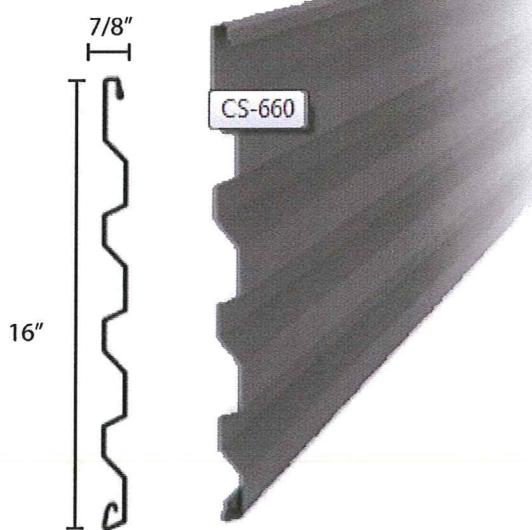
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Date: \_\_\_\_\_

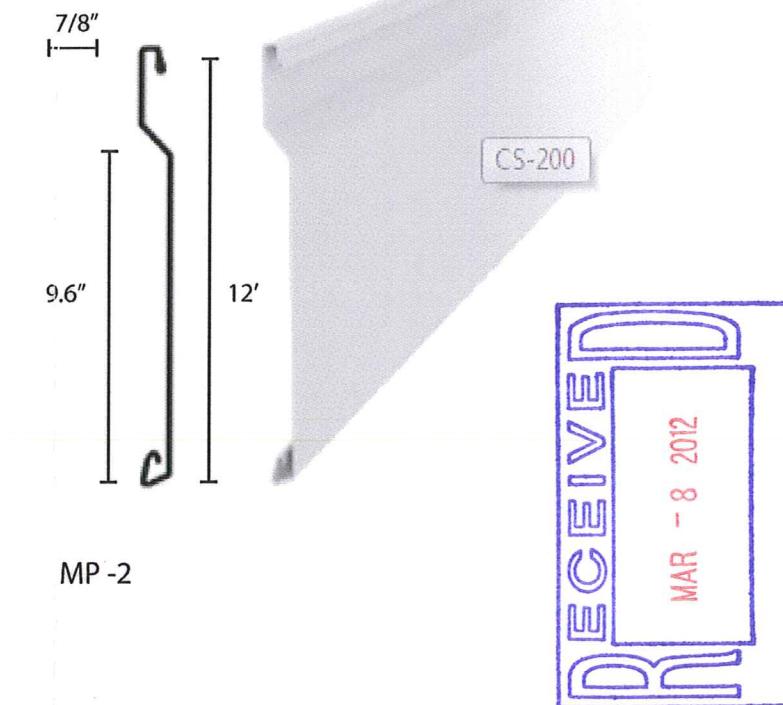




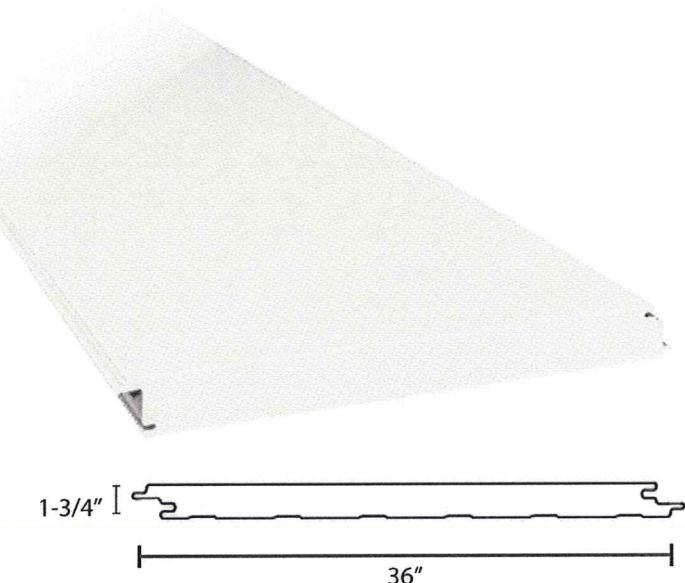
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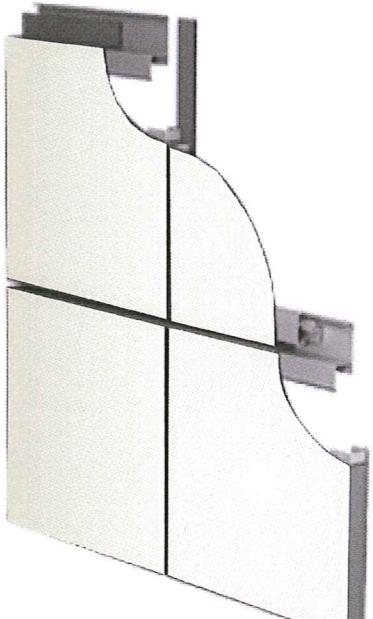
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MP -2



MP -3

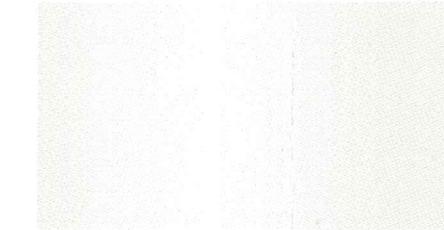


MP - 4

LIGHT GREY



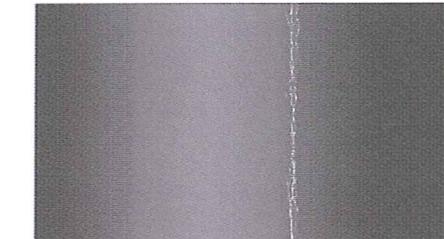
OFF-WHITE



SPLITFACE CMU CHARCOAL

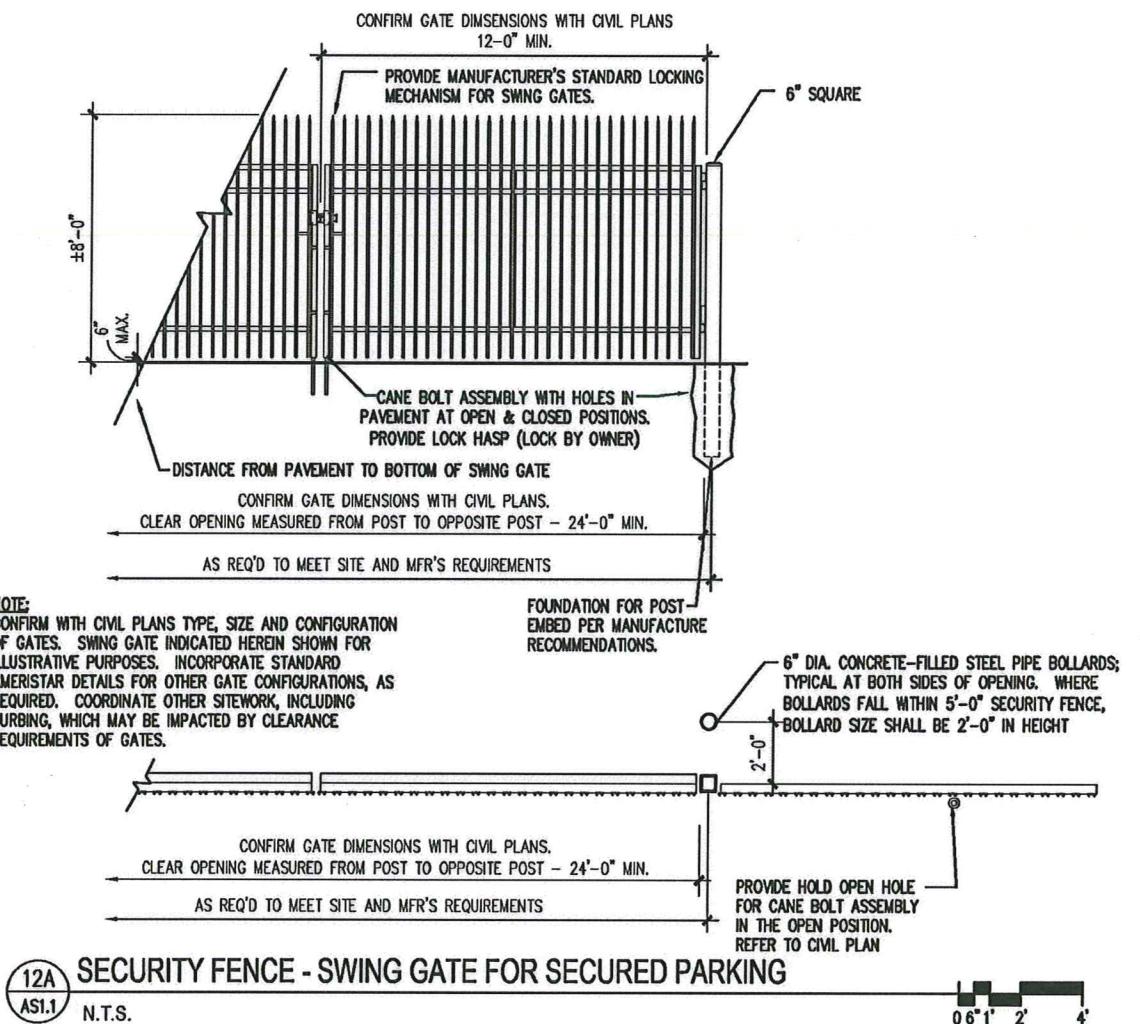
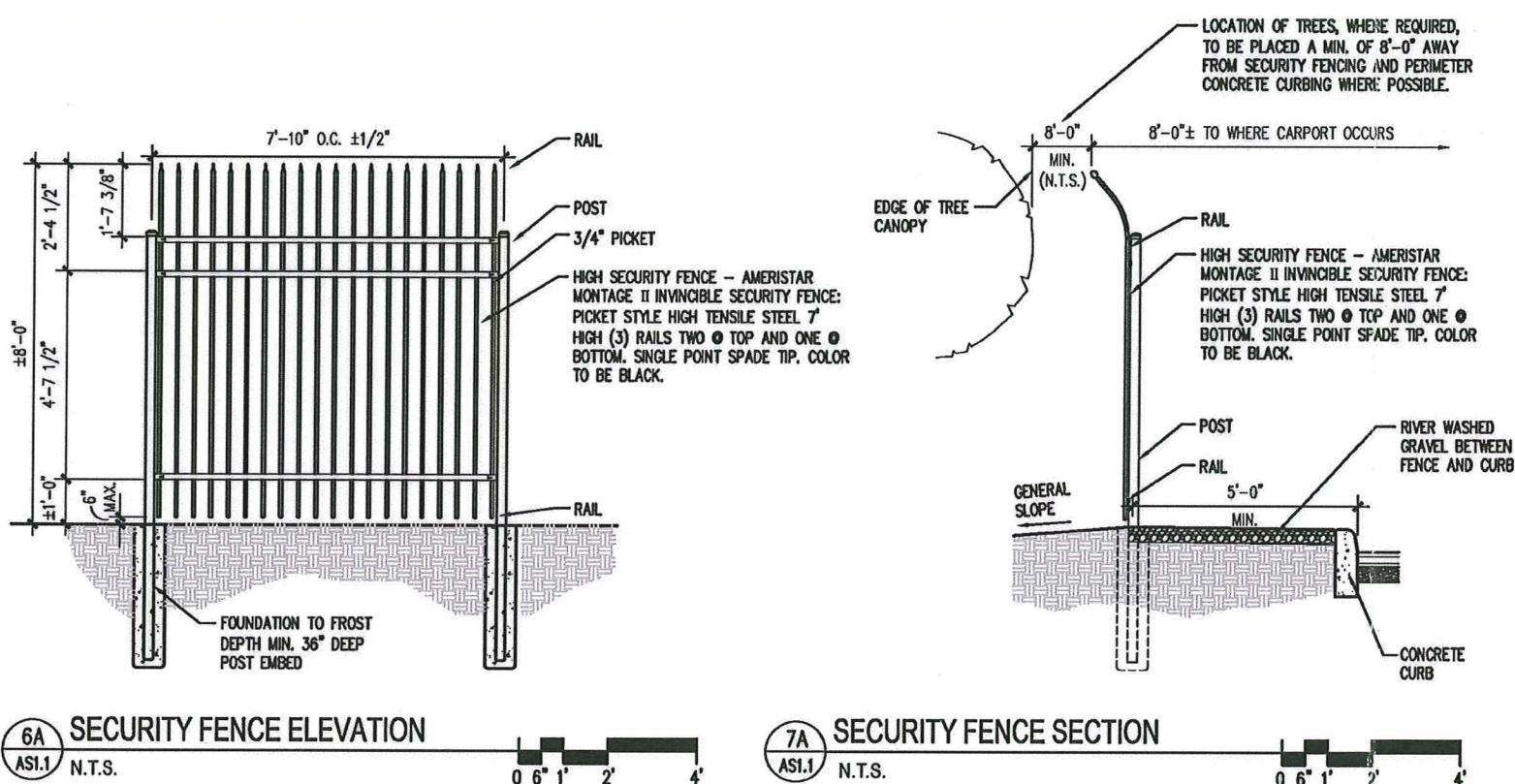


GREY VELVET

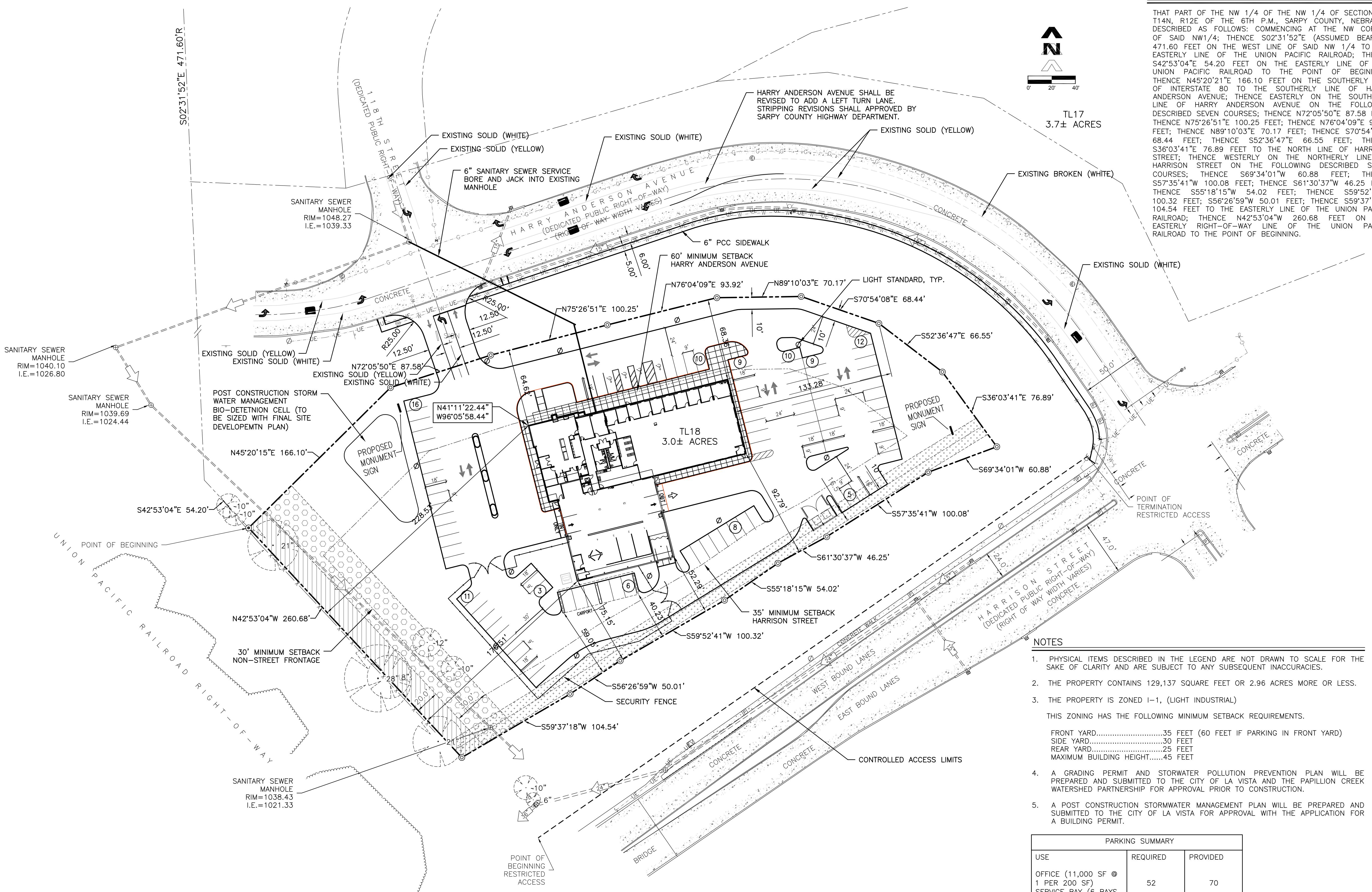


EXTERIOR MATERIALS & FINISH SCHEDULE				
ID#	DESCRIPTION	MANUFACTURER	MODEL/COLOR	REMARKS
DCMU-1	SPLITFACE CMU INTEGRALLY COLORED	TBD	CHARCOAL	PROVIDE SAMPLE FOR APPROVAL
CMU-1	SMOOTH FACE CMU INTEGRALLY COLORED	TBD	CHARCOAL	PROVIDE SAMPLE FOR APPROVAL
MP -1	PREFINISHED METAL WALL PANEL	CENTRIA-CS 660	SUNDANCE 9947 GREY VELVET	FEATURE
MP-2	PREFINISHED METAL WALL PANEL	CENTRIA-CS 200	9917 LIGHT GREY	-
MP-3	PREFINISHED METAL WALL PANEL	VERSAWALL	993 OFF WHITE	INSULATED PANEL
MP-4	PREFINISHED METAL WALL PANEL		FORMABOND II 993 OFF-WHITE	METAL CORE PANEL CANOPY
MTL-1	PREFINISHED METAL COPING		MATCH MP-1	-
MTL-2	PREFINISHED METAL COPING		MATCH MP-2	-
PT-6	PAINT COLOR	SHERWIN WILLIAMS	TBD	TBD
CW-1	ALUMINUM CURTAINWALL SYSTEM	KAWNEER OR APPROVED EQUAL	SYSTEM-1 CLEAR ANODIZED	VERTICAL BUTT GLAZE SYSTEM
SF-1	ALUMINUM STOREFRONT SYSTEM	KAWNEER OR APPROVED EQUAL	T-451 CLEAR ANODIZED	
	METAL SOFFIT	CENTRIA - IW - 10A	993 OFF-WHITE	METAL SOFFIT UNDER CANOPY

MATERIAL SHEET, MS.1



TYPICAL SECURITY FENCE DETAILS



## LEGAL DESCRIPTION

THAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW1/4; THENCE S02°31'52"E (ASSUMED BEARING) 471.60 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD; THENCE S42°53'04"E 54.20 FEET ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING; THENCE N45°20'21"E 166.10 FEET ON THE SOUTHERLY LINE OF INTERSTATE 80 TO THE SOUTHERLY LINE OF HARRY ANDERSON AVENUE; THENCE EASTERLY ON THE SOUTHERLY LINE OF HARRY ANDERSON AVENUE ON THE FOLLOWING DESCRIBED SEVEN COURSES; THENCE N72°05'50"E 87.58 FEET; THENCE N75°26'51"E 100.25 FEET; THENCE N76°04'09"E 93.92 FEET; THENCE N89°10'03"E 70.17 FEET; THENCE S70°54'08"E 68.44 FEET; THENCE S52°36'47"E 66.55 FEET; THENCE S36°03'41"E 76.89 FEET TO THE NORTH LINE OF HARRISON STREET; THENCE WESTERLY ON THE NORTHERLY LINE OF HARRISON STREET ON THE FOLLOWING DESCRIBED SEVEN COURSES; THENCE S69°34'01"W 60.88 FEET; THENCE S57°35'41"W 100.08 FEET; THENCE S61°30'37"W 46.25 FEET; THENCE S55°18'15"W 54.02 FEET; THENCE S59°52'41"W 100.32 FEET; S56°26'59"W 50.01 FEET; THENCE S59°37'18"W 104.54 FEET TO THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD; THENCE N42°53'04"W 260.68 FEET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING.

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 [www.td2co.com](http://www.td2co.com)

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Project Name

# PROGRESSIVE REGIONAL CLAIMS OFFICE

# Client Name

# DEARBORN LAND INVESTMENT, LLC

Professional Se

## Revision Dates

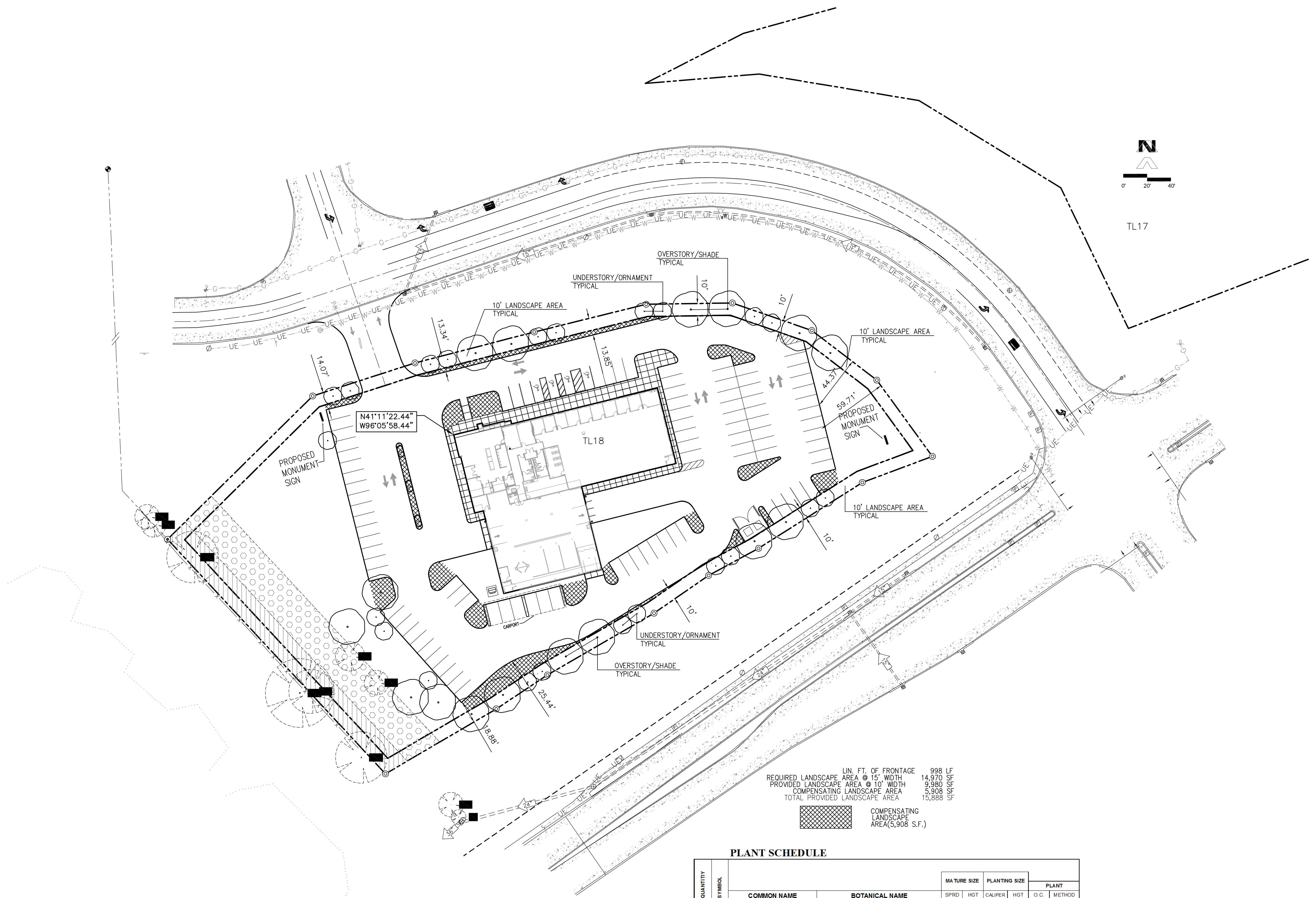
Drawn By:DAJ      Reviewed By: RXX  
Job No.:1653-145      Date: 02-29-12

Sheet Title

# CONDITIONAL USE PERMIT SITE PLAN

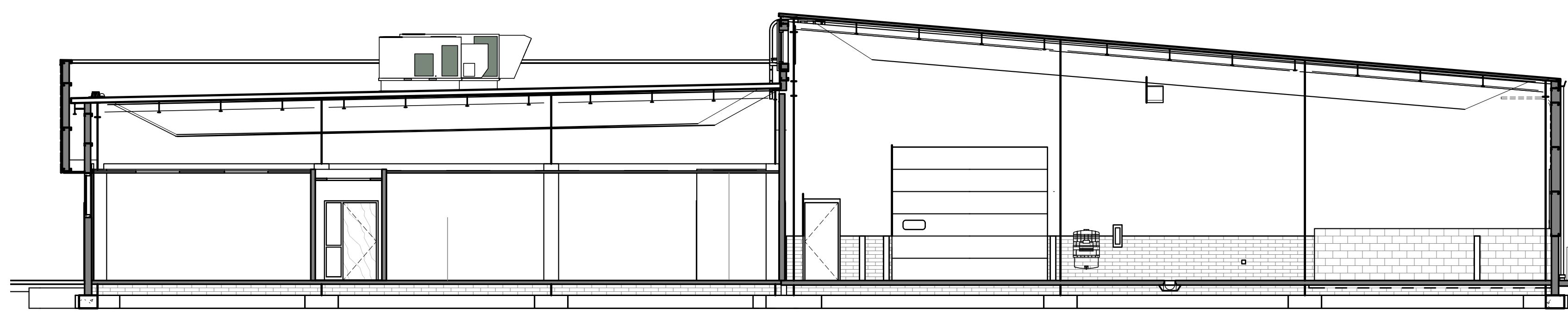
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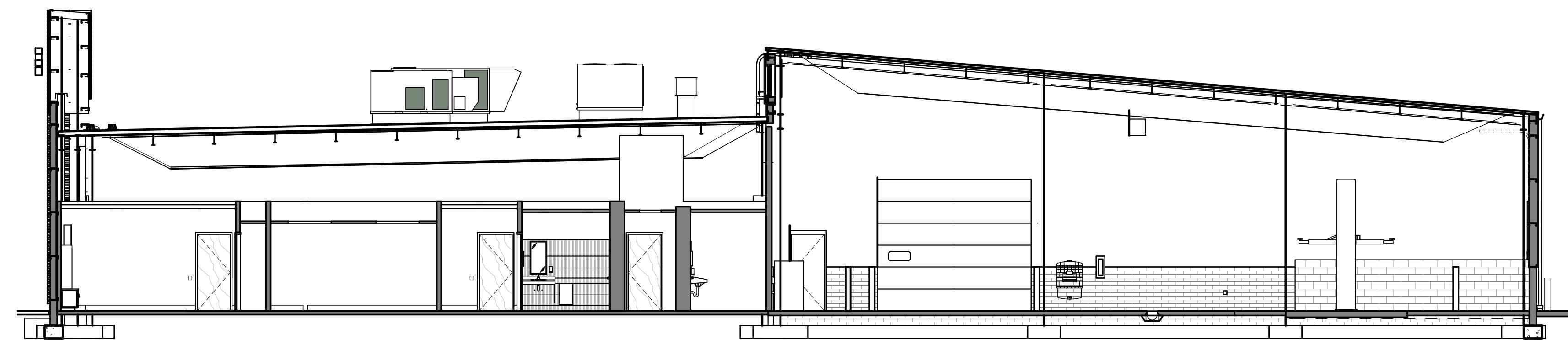


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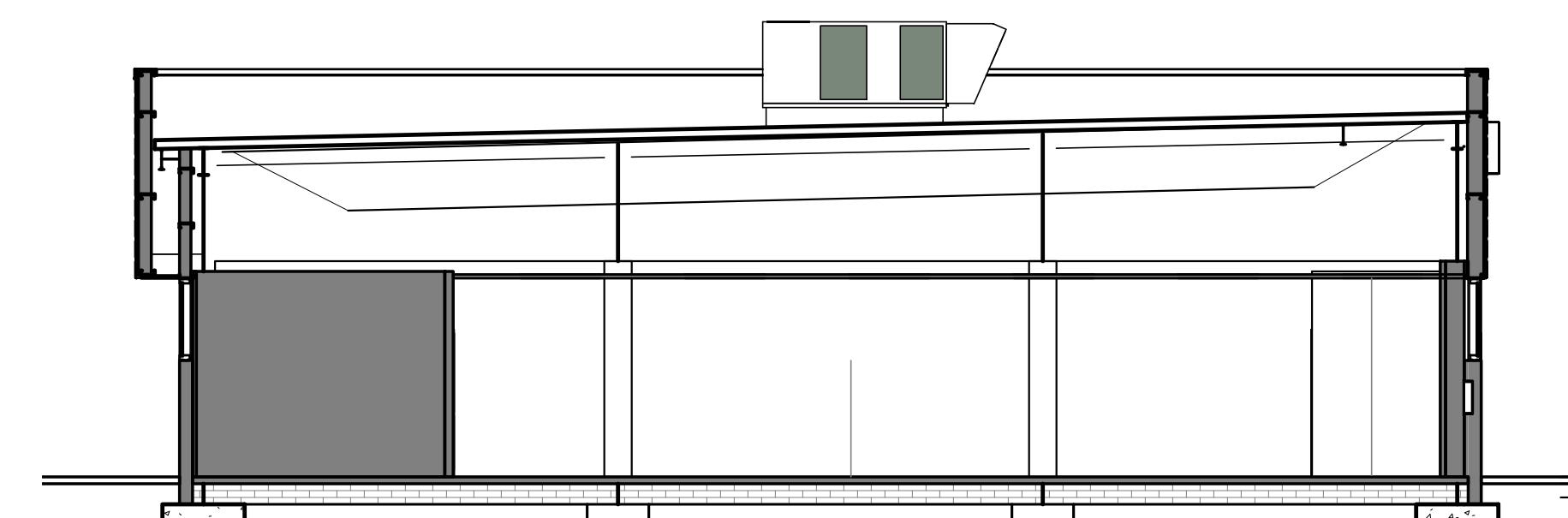




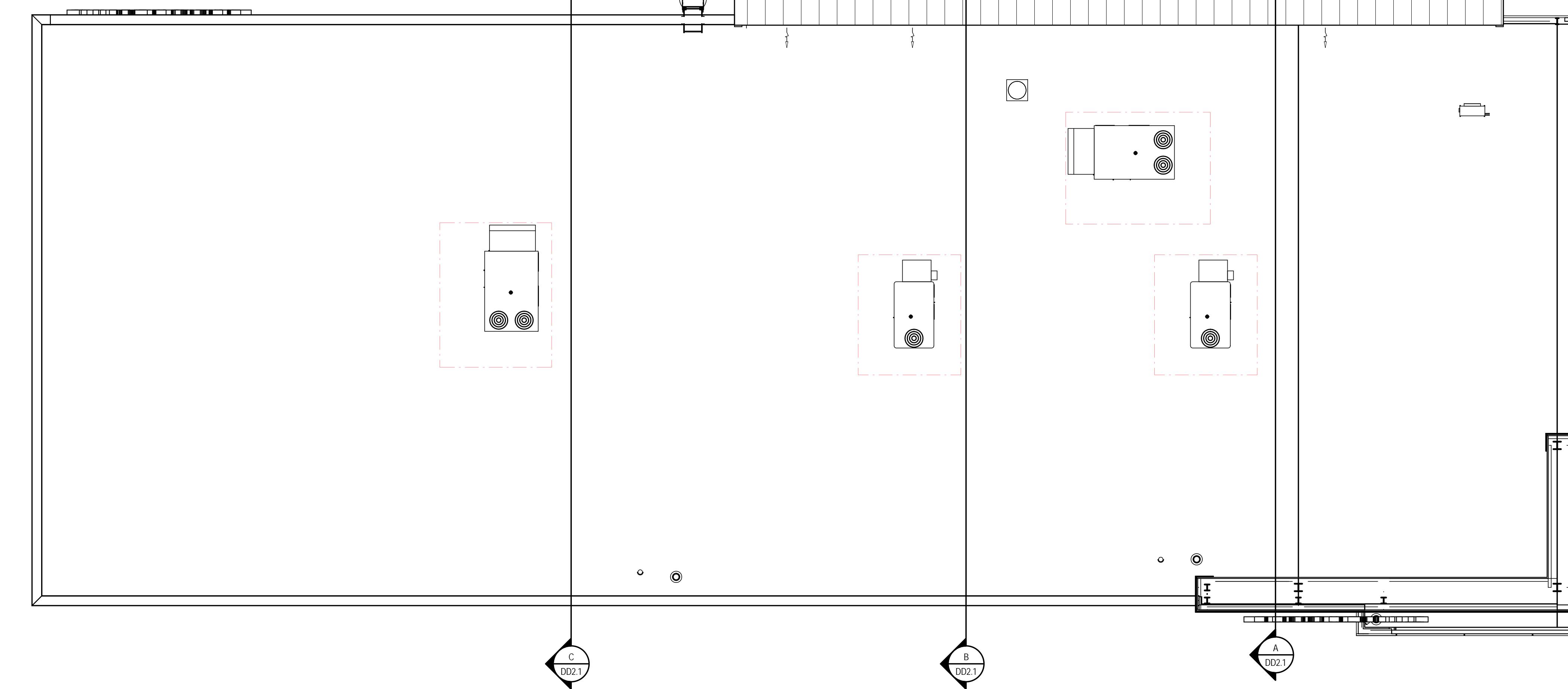
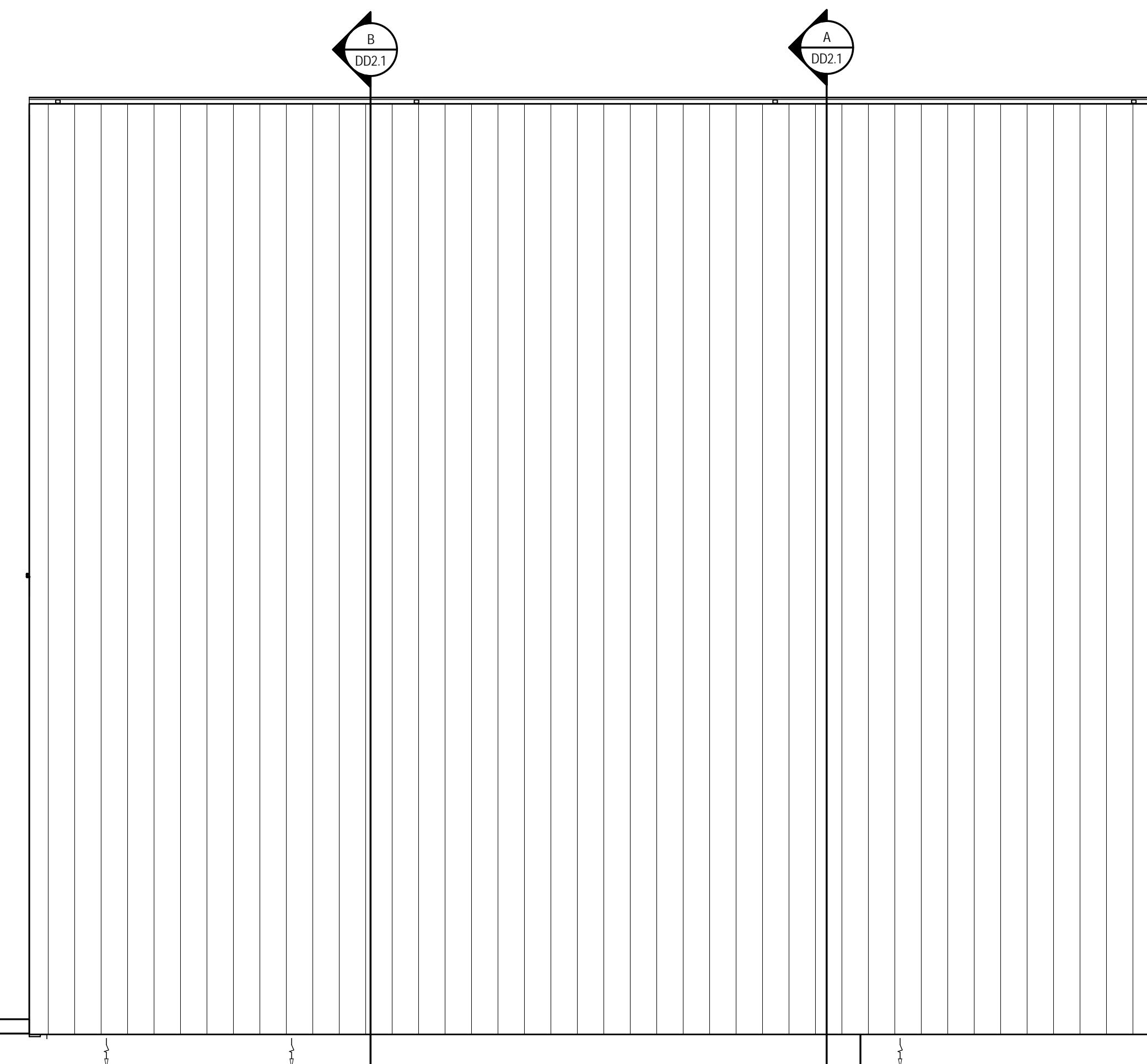
B BUILDING SECTION B  
DD2.1 SCALE: 18' - 1'-0"



A BUILDING SECTION A  
DD2.1 SCALE: 18' - 1'-0"



C BUILDING SECTION C  
DD2.1 SCALE: 18' - 1'-0"



1 DESIGN ROOF PLAN  
DD2.1 SHEET  
SCALE: 18' - 1'-0"

RICHARD L. BOWEN  
+ ASSOCIATES INC.  
1005 FAIRFIELD DR., SUITE 100, ALEXANDRIA, VA 22314-1420  
www.rlb.com  
ARCHITECTS • ENGINEERS • CONSTRUCTION  
MANAGERS

SEAL:

DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
Author: \_\_\_\_\_  
Checker: \_\_\_\_\_

REVISIONS  
REV. DATE: 03/01/2012  
DESCRIPTION: DESIGN ROOF TOP UNIT SCREENING ANALYSIS  
DESIGNER: CHECKED BY:  
ARCHITECTURAL

SCALE: AS NOTED  
DISCIPLINE: ARCHITECTURAL  
SHEET TITLE: ROOF PLAN AND BUILDING SECTIONS

PROGRESSIVE®  
PROGRESSIVE REGIONAL CLAIMS OFFICE  
HARRY ANDERSON & HARRISON ST  
LA VISTA, NE

7697.08

DD2.1  
SHEET



**DESCRIPTION**

The patent pending Lumark Crosstour™ LED Wall Pack Series of luminaires provides an architectural style with super bright, energy efficient LEDs. The low-profile, rugged die-cast aluminum construction, universal back box, stainless steel hardware along with a sealed and gasketed optical compartment make the Crosstour impervious to contaminants. The Crosstour wall luminaire is ideal for wall/surface, inverted mount for façade/canopy illumination, post/bollard and low level pathway illumination including stairs. Typical applications include building entrances, multi-use facilities, apartment buildings, institutions, schools, stairways and loading docks.

Catalog #		Type
Project		
Comments		Date
Prepared by		

**SPECIFICATION FEATURES****Construction**

Slim, low profile LED design with rugged one-piece, die-cast aluminum hinged removable door and back box. Matching housing styles incorporate both a small and large design. The small housing is available in 10W and 20W. The large housing is available in the 30W model. Patent pending secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied lever-lock connectors. Back box includes three (3) half-inch, NPT threaded conduit entry points. The universal back box supports both the small and large forms and mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes. Key hole gasket allows for adaptation to junction box or wall. External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Not recommended for car wash applications.

**Optical**

Silicone sealed optical LED chamber incorporates a custom engineered mirrored anodized reflector providing high-efficiency illumination. Optical assembly includes impact-resistant tempered glass and meets IESNA requirements for full cutoff compliance. Solid state LED Crosstour luminaires are thermally optimized with five (5) lumen packages in cool 5000K or neutral warm 3500K LED color temperature (CCT).

**Electrical**

LED driver is mounted to the die-cast housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 10W models operate in -40°C to 40°C [-40°F to 104°F]. 20W and 30W models operate in -30°C to 40°C [-22°F to 104°F]. Crosstour luminaires

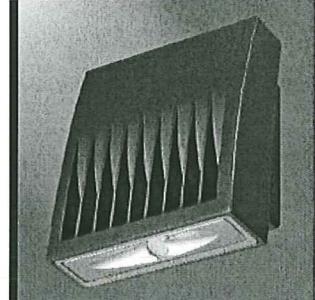
maintain greater than 70% of initial light output after 50,000 hours of operation. Three (3) half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized electrical wiring compartment. Integral LED electronic driver incorporates surge protection. 10W, 120V 50/60 Hz., 20W and 30W, 120-277V 50/60Hz.

**Finish**

Crosstour is protected with a Super TGIC carbon bronze or summit white polyester powder coat paint. Super TGIC powder coat paint finishes withstand extreme climate conditions while providing optimal color and gloss retention of the installed life.

**Warranty**

Crosstour features a five-year limited warranty.

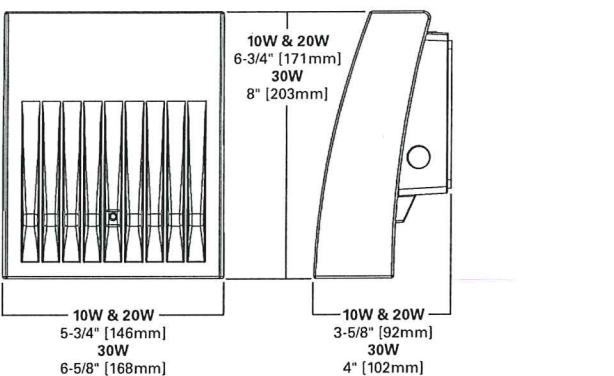


**XTOR**  
CROSSTOUR LED

WALL / SURFACE MOUNT  
POST / BOLLARD MOUNT  
LOW LEVEL MOUNT  
INVERTED MOUNT

SustainabLED Design

**DESIGNLIGHTS**  
CONSORTIUM

**DIMENSIONS****CERTIFICATION DATA**

UL/cUL Wet Location Listed  
IP66 Ingress Protection Rated  
ADA Compliant  
LM79 / LM80 Compliant  
ROHS Compliant  
ARRA Compliant  
DLC Qualified Models  
Lighting Facts® Approved  
Title 24 Compliant  
NOM Compliant Models

**TECHNICAL DATA**

40°C Maximum Ambient Temperature  
External Supply Wiring 90°C Minimum

**EPA**

Effective Projected Area:  
(Sq. Ft.)  
XTOR1A/XTOR2A=0.34  
XTOR3A = 0.45

**SHIPPING DATA:**

Approximate Net Weight:  
3.7 – 5.25 lbs. [1.7 – 2.4 kgs.]

ADH11091 pc  
2011-11-16 10:15:13